

## MTSU STANDARD BID TERMS AND CONDITIONS

### 1. PREPARATION AND SUBMISSION OF BID.

- a. Failure to examine any drawings, specifications, or instructions will be at the bidder's risk.
  - b. **BID SUBMITTAL / SIGNATURE:** Bid shall give the full name and business address of the bidder. If the bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must show his title, and if requested by the institution, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the institution. Bids must be typewritten or in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
  - c. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
  - d. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
  - e. Discounts other than "Time" or "Cash" offered should be deducted from the unit price.
  - f. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. Equal products of other manufacturers will be considered if proof of equality is provided as part of the bid. Bidders are required to notify the Institution's ITB Buyer whenever specifications/procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the ITB Buyer at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
  - g. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon vendor's request be returned at the bidder's expense. Each sample must be labeled with the bidder's name, manufacturer's brand name and number, bid number and item reference.
  - h. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, bidder agrees that delivery is to be made within two weeks (10 business days) or mutually acceptable delivery date after receipt of order.
  - i. Transportation and delivery charges should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination. In certain situations institution may authorize 'prepay and add freight to the invoice'.
  - j. New materials and supplies must be delivered unless otherwise specifically stated in the bid.
  - k. Alternate/multiple bids will not be considered unless specifically called for in the bid.
  - l. **Bond requirements.** The institution reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the institution. Any bond requirement should be included in the bid, itemized separately.
  - m. Only bids submitted on bid forms furnished by the institution will be considered, except the institution may consider telephone, faxed or electronically (email) submitted bids for purchases totaling less than \$50,000 if received by the bid deadline and confirmed in writing.
  - n. By signing this bid where indicated, the bidder agrees to strictly abide by all state and federal statutes and regulations. The bidder further certifies that this bid is made without collusion or fraud.
  - o. **Failure to Bid/Error in Bid.** Failure to bid without advising the Institution that future invitations for bids are desirable may result in removal from Institution's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendment received after the bid deadline may not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the bidder.
2. **INSPECTION.** All bids will be publicly opened and read. The bid-file will be made available for any bidder to inspect when a request is made to the Buyer prior to the award.
3. **ACCEPTANCE AND AWARD.** The Institution reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices, errors in the bid documents, cessation of need, unavailability of funds, failure of proposals to meet specs, lack of competition, or in the best interests of the Institution.

- a. Contracts and purchases will be made with the lowest, responsible and responsive bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the Institution, cash discount offered and the delivery terms will be taken into consideration.
  - b. The Institution reserves the right to order up to 10% more or less than the quantity listed in the bid.
  - c. If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the Institution shall have sixty (60) days to accept.
  - d. A written purchase order mailed or otherwise furnished, to the successful bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without Institution consent.
  - e. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the Institution.
  - f. Vendor must be registered bidder with the institution before a purchase order is issued.
  - g. Vendor must have a current Certificate of Insurance on file with the Institution's Procurement Logistic Services Department prior to performing any work or service on the Institution's campus.
4. **ACCESSIBILITY AND DATA SECURITY STANDARDS.** The Contractor warrants and represents that the service and software, including any updates, provided to the Institution will meet the accessibility standards set forth in WCAG 2.0 AA (also known as ISO standard, ISO/IEC 40500:2012) and will be compliant with Section 508 of the Americans with Disabilities Act (ADA). Refer to (<http://www.tn.gov/finance/oir/security/secpolicy.html>)  
The Contractor agrees that in the course of providing services it will follow the data security and access standards promulgated by the Tennessee State Office of Information Resources when accessing or providing data to the Institution
5. **DISCOUNT PERIOD.** Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.
6. **DEFAULT OF SELECTED VENDOR.** In case of vendor default, the Institution may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.
7. **INSPECTION OF PURCHASES.** Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. Institution shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires Institution to use nonconforming materials, an appropriate reduction in payment may be made.
8. **TAXES.** Institution is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for Institution are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.
9. **NONDISCRIMINATION.** The Institution and bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
10. **PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT.** Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's PO and any documents expressly incorporated by reference. The Seller's quotation, if any, is incorporated and made a part of the PO only to the extent of specifying the nature and description of the goods or services ordered, and then only to the extent that such items are consistent with the terms of the PO and/or the ITB/RFQ. Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and Institution Policies and Guidelines, Institution may determine the bid to be unresponsive and reject the bid. Any such additional or different terms shall be void. Institution hereby unequivocally rejects any and all additional or different terms, unless expressly accepted by the Institution and made a part of the PO. The contract shall be governed by Tennessee law. For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.
11. **PURCHASING POLICIES/BID PROTESTS.** This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents and Institution. Bid protest procedures available at (<http://procurement.mtsu.edu/>)
12. **DEBARMENT CERTIFICATION.** The (Proposer/Bidder/Vendor) certifies, by signature below and submission of this (proposal/bid) that neither I nor my principals are presently barred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.
13. **ILLEGAL IMMIGRANTS.** By acceptance of this Contract, Contractor is attesting that it will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods/services under this order. If Contractor is discovered to have breached this attestation, it shall be prohibited from supplying goods/services or submitting a bid to any TBR institution or other state entity for a period of one (1) year from the date of discovery of the breach. Contractor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, 0620.